

February 5, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF SOLE SOURCE CONTRACT WITH THE RAND CORPORATION
FOR THE EVALUATION OF PROGRAMS FUNDED UNDER THE
JUVENILE JUSTICE CRIME PREVENTION ACT (JJCPA)**

(3 VOTES, ALL SUPERVISORIAL DISTRICTS)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached contract with the RAND Corporation for the evaluation of programs funded under the Juvenile Justice Crime Prevention Act (JJCPA), fully offset by JJCPA funds, for the period to commence following Board approval through February 18, 2005.
2. Instruct the Chair, Board of Supervisors, to sign the attached contract.
3. Delegate authority to the Chief Probation Officer to extend the contract term for two additional 12-month periods, in an amount not to exceed \$350,000 for each term, fully offset by JJCPA funding, subject to the legislative approval process and County Counsel approval.
4. Delegate authority to the Chief Probation Officer to execute modifications to the contract not exceeding twenty-five percent (25%) of the total contract cost and/or one hundred eight (180) days to the period of performance pursuant to the terms contained therein, upon approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain Board approval of a contract with the RAND Corporation (RAND), as an outside expert, to continue providing an outcome-based evaluation of all programs funded under JJCPA. RAND has a current contract for similar services which will expire on February 18, 2004. As such, RAND is in a unique position to continue providing the evaluation services seamlessly and in a cost-effective manner.

On December 5, 2003, RAND released the FY 02/03 program results which were utilized to determine the modifications necessary to the new, proposed contract. This resulted in material changes to the statement of work which requires a new contract. The differences in the scope of work resulted from the evolving changes to the programs and Department procedures related to JJCPA. An additional change is the proposed annual contract cost which will be significantly reduced from previous years to reflect the modified statement of work. To begin the services immediately and provide the continuity integral to the program, Probation is proposing that the contract be awarded on a sole source basis to RAND who has provided the required services since the inception of JJCPA in 2001. The proposed sole source contract will enable Probation to comply with the JJCPA mandate to measure the effectiveness of the funded programs.

Pursuant to JJCPA, a report on the findings for all of the funded programs must be submitted to the Board of Corrections (BOC) by October 15 of each funded year. The proposed contract will begin following Board approval through February 18, 2005, with 2 one-year options to extend, subject to the legislative approval process and County Counsel approval.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the Countywide Strategic Plan Service Excellence Goal #1, as the Probation Department will evaluate all JJCPA funded programs based on results. The evaluation of these programs will ensure responsive, efficient and high quality public services that promote the self-sufficiency, well-being, and prosperity of individuals, families, businesses and communities. The recommended Board actions are also consistent with the Countywide Strategic Plan Children and Families' Well-Being Goal #5 since evaluation will allow the County to measure progress towards improving the outcomes for children and families.

FINANCIAL IMPACT/FINANCING:

The recommended contract will not exceed \$350,000 for the initial contract term. The costs are 100% offset by JJCPA funds, which are included in the FY 2003-2004 Probation Department's Budget. Consequently, no net County cost is required to fund the recommended contract. The contract includes provisions for non-appropriation of funds and budget reductions. Two additional one-year contract extensions will be funded in an amount not to exceed \$350,000 for each year, fully offset by JJCPA funds, subject to the legislative approval process and County Counsel approval.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On March 20, 2001, your Board authorized the Chief Probation Officer to finalize the Comprehensive Multi-Agency Juvenile Justice Plan (Plan) and apply to the State Board of Corrections (BOC) for Crime Prevention Act of 2000 (CPA 2000) funding, now known as the Juvenile Justice Crime Prevention Act (JJCPA). SB 736 (Poochigian–Burton) addressed the future of JJCPA and authorized the BOC to use \$116,300,000 for all participating counties for FY 2002-2003. Los Angeles County's allocation was \$32,742,714. For FY 2003-2004, \$116,300,000 was again authorized for all participating counties. The adjusted Los Angeles County's allocation for FY 2003/2004 is \$32,612,056, a reduction of \$130,658. Consequently, the Probation Department finalized and implemented the Plan, which is a result of a multi-agency planning effort coordinated by the Juvenile Justice Coordinating Council (JJCC). Consistent with the Plan, the Probation Department contracted with RAND for the design and implementation of a program evaluation on October 19, 2002. The proposed contract is for the continuation of the program evaluation services.

The proposed contract is for a period to begin following Board approval through February 18, 2005. The contract term may be extended for two additional 12-month periods, fully offset by JJCPA funds, and contingent on the legislative approval process and County Counsel approval. The legislative approval process involves approval by the JJCC, the BOC, and your Board.

The scope of work for the contracted services includes serving as an outside expert for the purpose of conducting an outcome-based evaluation of all programs funded under JJCPA.

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In accordance with the Department of Human Resources memorandum dated November 16, 1995, the contract has been reviewed in regard to the provisions for hiring displaced County employees. The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract.

In accordance with the Chief Administrative Office memorandum dated October 6, 1997, the contract contains County requirements regarding the hiring of participants in the GAIN program.

In accordance with the Auditor-Controller memorandum dated March 2, 2000, the contract contains County requirements regarding contractor non-responsibility and debarment.

This is a Non-Prop A contract. Consequently, there are no departmental employee relations issues and it will not result in a reduction of County services.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

Probation will not request the contractor to perform services which exceed the Board-approved contract amount, scope of work, and/or contract term.

CONTRACTING PROCESS:

In August 2001, through a competitive bid process, RAND was awarded a purchase order to design an outcome-based evaluation for all JJCPA (formerly CPA 2000) funded programs. Once the design phase was completed, your Board approved a sole source contract with RAND to proceed with the evaluation of the programs as required by JJCPA. The current contract will expire on February 18, 2004. RAND, as the agency designing and implementing the evaluation is in a unique position to continue the evaluation services seamlessly with minimal disruption to program services, thereby ensuring that the Department complies with all of the JJCPA mandates and funding is continued. As indicated in a December 22, 2004 memo to your Board, the Probation Department negotiated the recommended sole source contract. Consequently, the Department is recommending a sole source contract with RAND.

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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will enable the Probation Department to comply with the Plan's mandate to evaluate all JJCPA funded services.

It is requested that the Executive Officer, Board of Supervisors, forward a copy of the executed contract to:

RAND Corporation
1700 Main Street
Post Office Box 2138
Santa Monica, CA 90407-2138
Attn: Susan Turner

Probation Department
9150 E. Imperial Highway
Downey, CA 90242
Attention: Yolanda Young
Contracts & Grants Mgmt Div

Respectfully submitted,

RICHARD SHUMSKY
Chief Probation Officer

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Attachments

c: Executive Officer, Board of Supervisors
 Chief Administrative Officer
 County Counsel



**CONTRACT WITH
THE RAND CORPORATION
TO PROVIDE
OUTCOME-BASED PROGRAM EVALUATION SERVICES
UNDER THE
JUVENILE JUSTICE
CRIME PREVENTION ACT (JJCPA)
FOR THE
COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

CONTRACT TERM DATE: FEBRUARY 18, 2005

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**CONTRACT TO PROVIDE
OUTCOME-BASED PROGRAM EVALUATION SERVICES FOR
THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

This contract is made and entered into this _____ day of _____, 2004, by and between the County of Los Angeles, a body politic, hereinafter referred to as "COUNTY" and the RAND Corporation, a California corporation located at 1700 Main Street, Post Office Box 2138, Santa Monica, California 90407-2138, hereinafter referred to as "CONTRACTOR".

WHEREAS, the COUNTY desires a CONTRACTOR to assess and report on the effectiveness of programs and services implemented under the Comprehensive Multi-Agency Juvenile Justice Plan (Plan) required by the Juvenile Justice Crime Prevention Act; and

WHEREAS, the County of Los Angeles, through its Probation Officer, is authorized under California Code Section 31000; and

WHEREAS, CONTRACTOR desires to participate and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide these specialized services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

INTRODUCTION

On September 7, 2000, the California Legislature passed into law Assembly Bill 1913, the Schiff-Cardenas Crime Prevention Act that amended Government Code 30061-30064. Among other things, the Schiff-Cardenas Crime Prevention Act (Schiff-Cardenas CPA) authorizes funding for county juvenile justice programs and designates the Board of Corrections (BOC) as the administrator for Schiff-Cardenas CPA funding. To obtain funding, Schiff-Cardenas CPA requires a county to submit a Comprehensive Multi-Agency Juvenile Justice Plan (Plan) to the County Board of Supervisors and to the state BOC. A requirement of the Plan is to propose prevention and intervention juvenile justice programs for Schiff-Cardenas CPA funding. In March 2001, the Board of Supervisors and the BOC approved the COUNTY'S Plan for sixteen (16) juvenile justice programs and funding for the programs was granted by the BOC.

Schiff-Cardenas CPA mandates that funded juvenile justice programs be measured by specified outcomes. The specified program outcomes required by Schiff-Cardenas CPA are:

1. The rate of juvenile arrests per 100,000 population,
2. The rate of successful completion of probation,
3. The rate of successful completion of restitution and court-ordered community service,
4. Arrest, incarceration, and probation violation rates of program participants; and;
5. Quantification of the annual per capita costs of the programs.

Schiff-Cardenas CPA requires these specified outcomes, and additional program outcomes, be reported annually to the BOC. Annual reports to the BOC are due by October 15th in the year subsequent to the reporting fiscal year. These annual reports are configured as on-line Internet reports and are accessible on the BOC website (<http://www.bdcorr.ca.gov/cpa2000/>).

In October 2001, Senate Bill 736 that amends Government Code 30061-30064 and continues funding for Schiff-Cardenas CPA, was passed into law. For purposes of this document, Schiff-Cardenas CPA, Senate Bill 736, Government Code 30061-30064, will be collectively referred to as the "Juvenile Justice Crime Prevention Act" (JJCPA). The COUNTY'S fifteen (15) funded juvenile justice programs shall be referred to as the "JJCPA programs".

In addition to the reporting required by JJCPA, the COUNTY requires its own annual evaluation, monthly progress, and ad hoc reports to monitor JJCPA programs.

This document is a contract with the RAND Corporation to provide program evaluation services. The RAND Corporation was selected to evaluate and report to the BOC on the effectiveness of all programs funded by JJCPA and will be responsible for the evaluation. The evaluation shall assess whether the programs implemented by COUNTY fulfill the intent of the legislative mandate, the goals of the Plan, and the expected outcomes for each program. The evaluation shall satisfy the requirements set forth by JJCPA as well those of the BOC and COUNTY. Further, the evaluation will provide COUNTY with annual and quarterly progress reports that track the programs' progress, recommend how service providers can refine their strategies and/or adjust their service delivery, and produce evidence that the investment of State and COUNTY resources made a difference for recipients of services and others in the community.

The Plan is currently comprised of fifteen (15) programs that require the provision of various services by a number of governmental agencies and community-based organizations. Of the fifteen (15) programs, seven (7) require comparison groups as part of the program evaluation. The remaining eight (8) require a single study group. The COUNTY anticipates that the number of programs and/or comparison/single study groups will change based on the needs of the COUNTY. In these instances, CONTRACTOR shall be notified by COUNTY within a reasonable time period.

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PART A: PERFORMANCE WORK STATEMENT

1.0 **GENERAL**

- 1.1 The Probation Department's release of data to CONTRACTOR for the purpose of fulfilling the terms of this contract is subject to the approval of the Presiding Judge of the Juvenile Court.

1.2 **Scope of Work**

The CONTRACTOR shall provide services that will evaluate and report on the outcomes of JJCPA programs for the periods of July 1, 2003 through June 30, 2004 and two (2) subsequent twelve (12)-month periods, in compliance with the requirements set forth by JJCPA, BOC, and the COUNTY. CONTRACTOR shall also provide the specific tasks listed in Section 2.0 below.

The CONTRACTOR acknowledges that all services specifically and directly associated with the evaluation and reporting requirements of the JJCPA programs for the period of this contract is subject to the continued legislative funding from the State.

1.3 **Objective**

- 1.3.1 The objective of this contract is for CONTRACTOR to provide the required services, tasks, and deliverables identified herein in order to evaluate and report on the JJCPA programs in compliance with the following:

- 1.3.1.1 JJCPA
- 1.3.1.2 BOC rules, requirements, and web site information
- 1.3.1.3 COUNTY requirements

- 1.3.2 Additionally, CONTRACTOR shall review, evaluate, and develop programs and outcomes for Fiscal Year 2003-2004. The review and evaluation shall include, but not be limited to:

- a. Program Design
- b. California State Board of Corrections (BOC)
- c. Supplemental Outcomes
- d. Evidence-Based Programs
- e. Assessment of current programs for retention/deletion
- f. Assessment of current environment for new program development

2.0 SPECIFIC TASKS

2.1 CONTRACTOR shall provide Technical Assistance, Research Expertise, Data and Statistical Analysis, and Reports Generation to:

2.1.1 Provide and submit on behalf of COUNTY all program evaluations and reports as required by JJCPA and BOC; and,

2.1.2 Submit annual evaluation reports, quarterly reports on JJCPA results and ad hoc reports as required by COUNTY.

All annual BOC reports, evaluations, data and statistical analyses, or other information provided by CONTRACTOR to the BOC on behalf of the COUNTY (with prior COUNTY approval), or to the COUNTY, shall be in compliance with the criteria set by the following:

2.1.2.1 JJCPA

2.1.2.2 BOC rules, requirements, and web site information

2.1.2.3 COUNTY requirements

2.2 Technical Assistance

CONTRACTOR shall provide technical assistance to JJCPA service providers identified by COUNTY to direct ways to improve service delivery and program results. The technical assistance shall include, but not be limited to:

2.2.1 Interviewing program administrators about program goals, objectives, and activities. This shall include discussing major program barriers and facilitators in providing services, issues in providing services, numbers and characteristics of youths to whom they provide services.

2.2.2 Assessing the education and experience of both administrators and line staff, evaluating whether the staff have the proper skills to provide the required services, assessing training/experience of staff in case management.

CONTRACTOR shall provide reports by cluster and provide COUNTY with four (4) copies of the report per cluster on findings upon completion of technical assistance.

- 2.2.3 Interviewing a sample of program staff to document what activities they conduct, services they provide, and types of case management activities they provide. Determining whether staff are following program model.
- 2.2.4 Attending major program service sessions to describe and document how closely they resemble program model.
- 2.2.5 Contractor shall provide a written report on each service provider delineating recommendations for the service provider to improve program services and outcomes. Contractor shall work with each service provider, Probation management, and Probation contract monitors to determine timelines and tasks for implementation of the recommendations.
- 2.2.6 CONTRACTOR shall provide advice and counsel to COUNTY about data collection, interpretation, and reporting that is related to JJCPA programs. Such advice and counsel shall be compliant with criteria referred to in Section 2.2 above. CONTRACTOR shall assist COUNTY in conducting a review of existing JJCPA programs, Local Action Plans, service gaps, and juvenile crime trends.
- 2.2.7 CONTRACTOR, upon request by COUNTY, shall actively participate in COUNTY initiated meetings and conversations.
- 2.2.8 CONTRACTOR shall make accessible to COUNTY the CONTRACTOR'S research team on business days from October 9, 2004 to October 15, 2004. The research team shall provide corrective actions that COUNTY deems necessary in order to make the BOC Annual Report compliant with JJCPA and BOC requirements.
- 2.2.9 CONTRACTOR shall make accessible to COUNTY the CONTRACTOR'S research team and data processing resources on business days from October 9, 2005 to October 15, 2005. The research team shall provide corrective actions that COUNTY deems necessary to make the BOC Annual Report compliant with JJCPA and BOC requirements.

2.3 Research Expertise

CONTRACTOR shall provide research expertise to COUNTY. The research expertise shall include, but not be limited to:

- 2.3.1 Requesting from service providers documentation on the theoretical model program activities. Reviewing whether the model reflects consistency with juvenile justice research of effective programs. Reviewing in what ways it deviates from the best practices: model, practice, implementation, and anticipated results.
- 2.3.2 Reviewing management information systems to assess whether the quality of youth files are maintained properly.
- 2.3.3 Selecting a small sample of case files to review the following:
 - 1. The assessment, case planning and review methods, and aftercare services that are provided by program.
 - 2. Whether the case management reflects an individualized plan that addresses the unique needs of the youth and family.
 - 3. The ongoing documentation of services, quality/relevancy of the documentation, linkage to case plan, and impact of services.
 - 4. The extent and range of documentation of services that are provided to selected youth.
 - 5. The youth's criminal history and prior Probation involvement.
- 2.3.4 Provide an overall analysis of the effectiveness of program concept, administration, implementation, linkage, case management, and outcome results.

2.4 Data and Statistical Analysis

CONTRACTOR shall provide data and statistical analysis to COUNTY. The data and statistical analysis shall include, but not be limited to:

- 2.4.1 Documenting extent to which required data is being entered into the Probation tracking system and submitted for program youth.
- 2.4.2 Evaluate all legislatively mandated and supplemental outcomes for all program youth (pre/post), including those with a comparison group.
- 2.4.3 At the COUNTY'S convenience, Probation staff shall observe the above activities. This will enhance the COUNTY's ability to monitor the implementation of recommendations to improve services and outcomes.
- 2.4.4 CONTRACTOR shall accept, process, analyze, and appropriately report on each electronic Excel or Access file (data collection form) that is delivered to CONTRACTOR by COUNTY.

- 2.4.5 CONTRACTOR shall have access to program participant data that does not violate confidentiality rules and COUNTY deems relevant to project.

2.5 Reports Generation

- 2.5.1 CONTRACTOR shall enter all data into the online BOC screens including participants and budget.
- 2.5.2 CONTRACTOR shall complete and make available on the BOC website all BOC on-line reporting screens that constitute the BOC Annual Report no later than October 8, 2004. The reporting period for the BOC Annual Report will be July 1, 2003 through June 30, 2004.
- 2.5.3 CONTRACTOR shall complete and make available on the BOC website all BOC on-line report screens that constitute the third Board of Corrections Annual Report no later than October 8, 2005. The reporting period for the second program evaluation report will be July 1, 2004 through June 30, 2005.
- 2.5.4 CONTRACTOR shall provide quarterly reports to COUNTY to include information (or data) agreed upon by CONTRACTOR and COUNTY.

3.0 PERSONNEL

3.1 Key County Personnel

3.1.1 COUNTY Contract Manager

The Chief Probation Officer of the County of Los Angeles, or his designee, is designated COUNTY Contract Manager, who will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

- 3.1.2 The Contract Manager shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.
- 3.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in Attachment A, Section 22.0, "Changes and Amendments of Terms".
- 3.1.4 COUNTY will inform the CONTRACTOR of the name, address and

telephone number of the Contract Manager at the time the contract is awarded.

- 3.1.5 COUNTY reserves the right to have Contract Manager interview any and all prospective employees of CONTRACTOR.

3.2 Key CONTRACTOR Personnel

3.2.1 CONTRACTOR Project Director

The CONTRACTOR shall provide its own full time officer or employee as Project Director. The CONTRACTOR'S Project Director for this contract is **Susan Turner**. The Project Director or an approved alternate shall be assigned when most services are provided and be available by telephone or pager for telephone contact between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding all holidays. The Project Director shall provide overall management and coordination of this contract and shall act as the central point of contact with the Probation Department.

- 3.2.2 When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally responsible individual shall be designated to act for the Project Director.
- 3.2.3 The Project Director shall have full authority to act for the CONTRACTOR on all matters relating to the daily operation of this contract.
- 3.2.4 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 3.2.5 The Project Director must have a minimum of three (3) years demonstrated previous experience within the last five (5) years providing social science or criminal justice research.
- 3.2.6 The Project Director and alternate(s) must be able to read, write, speak and understand English.
- 3.2.7 COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.

3.3 Other Contractor Personnel

3.3.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services.

3.3.2 The CONTRACTOR shall ensure that by the first day of employment, all persons working on this contract shall have signed an acknowledgment form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment. (Refer to Attachment C.)

3.3.3 The CONTRACTOR shall inform COUNTY'S Contract Manager, in writing within ten (10) business days, of any change in CONTRACTOR'S personnel assigned to perform any work on this program.

3.4 Contractor Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Contract Manager.

3.5 Conflict of Interest

See Standard Terms and Conditions, Attachment A, Section 34.0.

3.6 Employee Benefits and Acknowledgment of Employer

3.6.1 CONTRACTOR will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgment that each employee understands that they are an employee of CONTRACTOR and not of COUNTY must be signed by each employee of CONTRACTOR employed at the site by the first day of employment. (Refer to Attachment D.) The Original acknowledgment must be kept by the CONTRACTOR and a copy must be filed within five (5) business days of employment with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010.

3.6.2 COUNTY shall not assume any liability for the payment of salaries, wages, benefits, or other compensation to, or on behalf of, any personnel provided by the CONTRACTOR.

3.7 Employee Criminal Records and Notices

CONTRACTOR shall be responsible for the ongoing implementation and monitoring of sub-sections 3.7.1 through 3.7.7. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

3.7.1 No personnel employed by the CONTRACTOR for this program having access to probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.

3.7.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.

3.7.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.

3.7.4 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.

3.7.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.

3.7.6 The CONTRACTOR shall submit the names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.

3.7.7 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employee, COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

3.8 Consideration of Hiring County Employees Targeted for Layoffs

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this contract.

3.9 Consideration of GAIN/GROW Participants for Employment

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract, CONTRACTOR shall give consideration for any such employment openings to participants of the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

3.10 Work Outside of Scope of Contract

The CONTRACTOR agrees that any work performed outside the scope of the "Performance Work Statement" section of this document, without the prior written approval of the COUNTY in accordance with Attachment A, Section 22.0, Changes and Amendments of Terms, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

3.11 Approval of Subcontractors

Any use of subcontractors must be in compliance with Attachment A, Section 15.0 of this contract. Before any prime contract can be effective, COUNTY must approve its subcontracts and their insurance certificates.

3.12 Records and Audits

CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to support all

payment made by the CONTRACTOR to the COUNTY. CONTRACTOR shall preserve and make available records until the expiration of five (5) years from the date of final payment to COUNTY under this contract.

4.0 PERFORMANCE REQUIREMENTS SUMMARY

A standard level of performance will be required of CONTRACTOR in the areas of outcome-based program evaluation to assess whether the programs implemented by the COUNTY fulfill the intent of the legislative mandate, the goals of the Plan, and the expected outcomes for each program. Attachment B summarizes the required services, performance indicator, acceptable quality level, monitoring methods to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in assessment of liquidated damages against CONTRACTOR by COUNTY.

5.0 QUALITY CONTROL PLAN

The CONTRACTOR shall provide a Quality Control Plan to ensure that the requirements of the contract are met. The plan shall be submitted as a part of the proposal. An updated copy must be provided to the COUNTY Contract Manager within two (2) weeks of the contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not be limited to:

- 5.1 An inspection system covering all the services listed in the Performance Requirements Summary (refer to Attachment B). It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspections.
- 5.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 5.3 A file of all evaluations conducted by CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in Attachment A, Section 24.0, "Record Retention and Inspection".
- 5.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of CONTRACTOR'S employees or other unusual occurrence (i.e. power loss) which would result in the CONTRACTOR being unable to perform the contracted work.

5.5 The methods for ensuring that confidentiality of employee records are maintained while in the care of CONTRACTOR'S employees.

5.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

6.0 QUALITY ASSURANCE

The COUNTY or its agent may evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

6.1 Performance Evaluation Meetings

CONTRACTOR'S Project Director or his alternate shall meet at least weekly with the COUNTY Contract Manager during the first three (3) months of the contract, if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the CONTRACTOR'S Project Director and the COUNTY'S Contract Manager. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

6.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule.

- 6.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR within twenty-four (24) hours.

7.0 CONFIDENTIALITY

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

7.1 Confidentiality of Juvenile Records

By State law (California Welfare and Institutions Code Sections 827 and 828, and Penal Code Sections 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential. No information related to any individual is to be in any way relayed to anyone except those authorized employees of the Los Angeles County Probation Department.

- 7.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (Refer to Attachment C) regarding the confidentiality of the information in the juvenile records. Copies of this form are to be sent to Contract Manager within five (5) business days of start of employment.

8.0 RECOGNIZED HOLIDAYS

The Contract Manager will provide the CONTRACTOR(s) with a list of County holidays for the contract years upon request of CONTRACTOR(s).

9.0 RIGHT OF INSPECTION

COUNTY'S Contract Manager shall have the right at all times to inspect any work performed or being performed by CONTRACTOR.

9.1 Government Observations

COUNTY and/or personnel from other governmental jurisdictions, other than COUNTY'S Contract Manager, may from time to time be authorized by COUNTY to observe contract operations. However, these personnel will not unreasonably interfere with CONTRACTOR performance.

10.0 DEFINITIONS

- 10.1 Contract Discrepancy Report (CDR) - As used herein, the term "Contract Discrepancy Report" shall mean a report prepared by the Probation Department's Contract Manager to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR within ten (10) days, or as otherwise specified by the Contract Manager, explaining the problem, outlining the remedial action being taken to resolve the problem and how recurrence of the problem will be prevented.
- 10.2 Contract Manager – As used herein, the term "Contract Manager" shall mean the Probation representative responsible for the daily management of contract operation and overseeing monitoring activities.
- 10.3 Contract Start Date - The date the CONTRACTOR begins work in accordance with the terms of the contract.
- 10.4 Mandatory Terms - As used herein, the use of the terms "must" and "will" in this document are synonymous with "shall" and "mandatory".
- 10.5 Project Director – As used herein, the term "Project Director" is the CONTRACTOR'S officer or employee responsible for administering the contract after contract award.
- 10.6 Rules and Regulations - As used herein, the term "rules and regulations" shall mean the terms and conditions of program participation as approved and adopted by the Board of Supervisors, pursuant to PC 1203.016.

11.0 USE OF COUNTY SEAL AND PROBATION DEPARTMENT LOGO

The CONTRACTOR shall not use or display the official seal of the COUNTY or the Probation Department's logo on any of its letterheads or other communications with any debtor, or for any other reason unless each form of usage has prior written approval of the Chief Probation Officer.

12.0 JURY SERVICE PROGRAM REQUIREMENTS

This contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective CONTRACTORS should carefully read the Jury Service Program (See Attachment), and the pertinent jury service provisions in Part A, Section 45.0, both of which are incorporated by reference into and made a part of this contract. The Jury Service Program applies to both CONTRACTORS and their Subcontractors.

- 12.1 The Jury Service Program requires CONTRACTORS and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a CONTRACTOR and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) the CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a CONTRACTOR'S full-time California employees, even those not working specifically on the COUNTY project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 12.2 There are two ways in which a CONTRACTOR might not be subject to the Jury Service Program. The first is if the CONTRACTOR does not fall within the Jury Service Program's definition of "CONTRACTOR". The Jury Service Program defines "CONTRACTOR" to mean a person, partnership, corporation or other entity which has a contract with the COUNTY or a Subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. The second is if the CONTRACTOR meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to CONTRACTORS that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to CONTRACTORS that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The CONTRACTOR is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 12.3 If a CONTRACTOR does not fall within the Jury Service Program's definition of "CONTRACTOR" or if it meets any of the exceptions to the Jury Service Program, then the CONTRACTOR must so indicate in the *Certification Form and Application for Exception, Attachment R*, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the CONTRACTOR'S application, the COUNTY will determine, in its sole discretion, whether the

CONTRACTOR falls within the definition of CONTRACTOR or meets any of the exceptions to the Jury Service Program. The COUNTY'S decision will be final.

13.0 COUNTY FURNISHED PROPERTY/EQUIPMENT

The COUNTY shall provide CONTRACTOR the MS Access database system into which CONTRACTOR shall input all information from COUNTY'S data collection forms. This database system, any other database system provided by COUNTY, and all data, both paper and electronic, provided to CONTRACTOR under this agreement shall remain the property of the COUNTY.

The COUNTY shall provide no other real property and/or equipment necessary to perform the services required by the Performance Work Statement.

14.0 CONTRACTOR FURNISHED ITEMS

14.1 Except as listed in Section 13.0 above, the CONTRACTOR shall furnish all other equipment and personnel necessary to perform all services required by the Performance Work Statement.

14.2 The CONTRACTOR shall be responsible for the care and maintenance of all CONTRACTOR equipment necessary for the operation of contract work.

14.3 The CONTRACTOR shall provide secure storage for all records contained in COUNTY'S data collection forms and these records must be stored separately from information of other clients of CONTRACTOR.

15.0 CONTRACT FEE

The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes, shall not exceed \$350,000, for the services specifically and directly associated with the evaluation and reporting requirements of the JJCPA programs for the period of July 1, 2003 through June 30, 2004. The total sum, inclusive of all applicable taxes, shall not exceed \$350,000, for the services specifically and directly associated with the evaluation and reporting requirements of the JJCPA programs for subsequent 12-month periods from July through June. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

16.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

- 16.1 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this contract.
- 16.2 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY.
- 16.3 Further, CONTRACTOR shall notify COUNTY when the contract is within six (6) months of expiration.

17.0 REIMBURSEMENT FOR SERVICES

- 17.1 CONTRACTOR will be paid the contract fee, less any amount deducted for substandard performances as determined by the Performance Requirements Summary (Refer to Attachment B). Payment to CONTRACTOR will be made (30) days in arrears after submission and approval of an invoice submitted, subject to auditing requirements of the COUNTY Auditor-Controller. These invoices shall be tied to mutually agreed upon deliverables of all programs evaluated. All billing shall be submitted to the Probation Department within ten (10) days after each month, following the month services were rendered, and which clearly reflect and provide reasonable detail of the services and amounts for which claim is made.
- 17.2 Nothing else withstanding and irrespective of any other wording, conditions of payment or services provided, total payment to this contract and for the entire period of the contract shall not exceed the sum of \$350,000.00 for the services specifically and directly associated with the evaluation and reporting requirements of the JJCPA programs for the initial contract term, and \$350,000 for each subsequent 12-month extension option, for the services specifically and directly associated with the evaluation and reporting requirements of the JJCPA programs for the three twelve-month periods beginning July 1, 2003 through June 30, 2004.

18.0 PERIOD OF PERFORMANCE

18.1 Subject to the termination provisions set forth herein (Sections 4.0, 5.0, 6.0, 7.0, and 9.0 and financial limitations imposed by Sections 13.0 and 38.0), the term of this contract shall commence upon Board approval through February 18, 2005.

Contingent upon available funding, the term of the contract may be extended by the Chief Probation Officer with the concurrence of CONTRACTOR beyond the stated expiration date for two (2) additional twelve (12) month periods.

The term of this contract may also be extend on a month-to-month basis, for a period of time not to exceed one hundred eight (180) days, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.

19.0 EXTENSION OF CONTRACT

Contingent upon available funding, the term of the contract may be extended by the Chief Probation Officer with the concurrence of CONTRACTOR beyond the stated expiration date for two (2) additional twelve (12) month periods. The term of the contract may also be extended on a month-to-month basis, not to exceed one hundred eight (180) days, upon mutual agreement between the COUNTY and the CONTRACTOR. The Chief Probation Officer has the authority to sign the extension for the COUNTY. All charges on the current contract shall remain in effect for the duration of the extension.

20.0 FAILURE TO EXTEND CONTRACT

The contract may be terminated by the CONTRACTOR and COUNTY through failure of parties to mutually agree to extend the contract for another twelve (12) month period.

21.0 LAWS AND LIMITATIONS

CONTRACTOR shall be required to comply with all applicable local, State, and Federal laws and regulations including California Penal Code Section 1203.016, 1208.2, 1208.3, 1208.5, 2900.5, etc. The CONTRACTOR understands that any findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where the CONTRACTOR believes changes in codes, laws, rules and regulations are

needed to effect desirable improvements, he/she shall so indicate. Such changes, if deemed appropriate, shall be sought by the COUNTY at its discretion.

22.0 DISPUTES

Any disputes between CONTRACTOR and the COUNTY regarding the performance of services shall be mutually resolved by the COUNTY Contract Manager and the Project Director for the CONTRACTOR. In the event no mutual agreement can be reached, the decision of the COUNTY Contract Manager shall prevail.

23.0 SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth as Attachment S of this solicitation document and is also available in the Internet at www.babysafelaw.org for printing purposes.

24.0 INSURANCE

CONTRACTOR shall provide insurance coverage as shown in Attachment A, Sections 17.0 and 18.0. Certificates evidencing such insurance shall be delivered to the Probation Department at least two (2) weeks before the effective date of any contract.

25.0 REGULATIONS

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, including the Americans With Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

26.0 STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions for Los Angeles County service contracts are attached hereto as Attachment A.

27.0 MERGER

The documents as stated below form a part of this contract. In the event of any conflict in the definition or interpretation of any word, responsibility, service, or schedule between the contract and the following attachments, said conflict or

inconsistency shall be resolved by giving precedence first to the contract, then to Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, and S according to the order that they appear.

This contract and the attachments hereto constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this contract.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has executed these presents by causing them to be subscribed by the Chairman, the Seal of said Board to be affixed hereto and attested by the Executive Officer and Clerk hereof, and the CONTRACTOR has caused this contract to be signed by its duly authorized officers the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY _____
Chairman, Board of Supervisors

ATTEST:

Violet Varona-Lukens
Executive Officer-Clerk of the
Board of Supervisors

BY _____
Deputy

RAND CORPORATION

By _____

Typed or Printed

Title

Date

APPROVED AS TO FORM:

LLOYD W. PELLMAN
COUNTY COUNSEL

By _____
Gordon W. Trask
Principal Deputy
County Counsel

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ATTACHMENT A. STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION

The requirements are set forth in Part A (Performance Work Statement).

2.0 CONTRACTOR'S SERVICES

CONTRACTOR shall provide services for the COUNTY in the manner and form described in this contract and all attachments hereto.

3.0 TAX LIABILITY LIMITATION

COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income and/or property taxes which may be imposed in connection with or resulting from this contract or CONTRACTOR'S performance hereunder.

4.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

4.1 Performance of services under this contract, may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty (30) day prior written Notice of Termination specifying the extent to which to which performance of work is terminated, and the date upon which such termination becomes effective.

4.2 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

4.2.1 Stop services under this contract on the date and to the extent specified in the Notice of Termination.

4.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

4.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

- 4.4 Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 4.5 CONTRACTOR shall make available to COUNTY and all authorized State and Federal agencies, at all reasonable times, at the office of contractor, all his books, records, documents, including all pertinent cost accounting, financial records and proprietary data. Such material must be kept and maintained for a period of five (5) years after completion of the contract, or until such time as all audits are complete, whichever is later. In the event that records are located outside the County of Los Angeles, then CONTRACTOR shall pay COUNTY for travel and per diem costs in connection with an inspection or audit.

5.0 TERMINATION FOR DEFAULT OF CONTRACTOR

- 5.1 COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances:
- 5.1.1 If CONTRACTOR fails to perform the service within the time specified or any extension thereof; or
- 5.1.2 If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.
- 5.2 In the event COUNTY terminates this contract in whole or in part as provided in this section, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated, and CONTRACTOR shall be liable to COUNTY for any excess costs for such similar services.
- 5.3 If, after notice of termination of this contract under provision of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause or that the default was excusable, the

rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience of the County".

6.0 TERMINATION FOR DEFAULT FOR INSOLVENCY

6.1 COUNTY may cancel this contract for default in the event of the occurrence of any of the following:

6.1.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

6.1.2 The filing of a voluntary petition to bankruptcy;

6.1.3 The appointment of a Receiver or Trustee for CONTRACTOR;

6.1.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

6.2 The remedies reserved to COUNTY herein shall be cumulative and additional to any other remedies provided in law or equity.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award, amendment or extension of the contract or making of any determinations with respect to CONTRACTOR'S performance pursuant to the contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706,031 and Family Code Section 5246(b).

9.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 8.0, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to Section 5.0 TERMINATION FOR DEFAULT OF CONTRACTOR.

10.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR'S place of business. COUNTY'S Child Support Services Department will supply CONTRACTOR with the poster to be used.

11.0 DETERMINATION OF CONTRACTOR RESPONSIBILITY

11.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.

- 11.2 CONTRACTORS are hereby notified that, in accordance with Chapter 2.202 of the County Code (Attachment F), the COUNTY may determine whether the CONTRACTOR is responsible based on a review of the CONTRACTOR'S performance on any contracts, including but not limited to COUNTY contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the CONTRACTOR against public entities. Labor law violations which are the fault of subcontractors and of which the CONTRACTOR had no knowledge shall not be the basis of a determination that the CONTRACTOR is not responsible.
- 11.3 The COUNTY may declare a CONTRACTOR to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the CONTRACTOR has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform this contract with the COUNTY or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the COUNTY or any other public entity.
- 11.4 If there is evidence that the highest ranked CONTRACTOR may not be responsible, the Department shall notify the CONTRACTOR in writing of the evidence relating to the CONTRACTOR'S responsibility, and its intention to recommend to the Board of Supervisors that the CONTRACTOR be found not responsible. The Department shall provide the CONTRACTOR and/or the CONTRACTOR'S representative with an opportunity to present evidence as to why the CONTRACTOR should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation. If the CONTRACTOR fails to avail itself of the opportunity to rebut the Department's evidence, the CONTRACTOR may be deemed to have waived all rights of appeal.
- 11.5 If the CONTRACTOR presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the CONTRACTOR shall reside with the Board of Supervisors.
- 11.6 These terms shall also apply to proposed subcontractors of CONTRACTORS on COUNTY contracts.

12.0 CONTRACTOR DEBARMENT

- 12.1 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code (Attachment F), the COUNTY may debar the CONTRACTOR from bidding on other COUNTY contracts for a specified period of time, not to exceed three (3) years, and the COUNTY may terminate any or all of the CONTRACTOR'S existing contracts with COUNTY, if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 12.2 If there is evidence that the highest ranked CONTRACTOR may be subject to debarment, the Department shall notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment, and shall advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 12.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.
- 12.4 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 12.5 These terms shall also apply to proposed subcontractors of CONTRACTOR on COUNTY contracts.

13.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION

COUNTY'S obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30th of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this contract extends into succeeding fiscal year periods, and, if the

Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected services shall be terminated as of June 30th of the then current fiscal year. COUNTY shall notify CONTRACTOR in writing of such non-allocation at the earliest possible date.

14.0 INDEPENDENT CONTRACTOR STATUS

This contract is by and between the County of Los Angeles and CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this contract.

15.0 SUBCONTRACTING

15.1 No performance of this contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract any performance of the terms of this contract without the express written consent of COUNTY shall be null and void and shall constitute a breach of the terms of this contract. In the event of such a breach, this contract may be terminated forthwith.

15.2 In the event COUNTY should consent to subcontracting, each and all of the provisions of this contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

15.3 In the event that COUNTY should consent to subcontracting, the CONTRACTOR shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

16.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to the demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this contract.

17.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification of COUNTY and during the term of this contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR'S own expense.

17.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to the Los Angeles County Probation Department, 9150 East Imperial Highway, Room B62, Downey, California 90242, Attention: Druscilla Faber, prior to commencing services under this contract. Such certificates or other evidence shall:

17.1.1 Specifically identify this contract.

17.1.2 Clearly evidence all coverages required in this contract.

17.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate or insurance.

17.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, it's Special Districts, its officials, officers and employees as insureds for all activities arising from this contract.

17.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

17.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

- 17.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 17.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
- 17.4.1 Any accident or incident relating to services performed under this contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
 - 17.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this contract.
 - 17.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
 - 17.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this contract.
- 17.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 17.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this contract meet the insurance requirements of this contract by either:
- 17.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
 - 17.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance

coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

18.0 INSURANCE COVERAGE REQUIREMENTS

- 18.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limit of not less than the following:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |

- 18.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- 18.3 Workers Compensation and Employees Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

| | |
|--------------------------|-------------|
| Each Accident: | \$1 million |
| Disease - policy limit: | \$1 million |
| Disease – Each Employee: | \$1 million |

19.0 COVENANT AGAINST CONTINGENT FEES

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, COUNTY shall have the right to terminate this contract and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

20.0 GOVERNING LAWS

This contract shall be construed in accordance with and governed by the laws of the State of California.

21.0 COMPLIANCE WITH LAWS

- 21.1 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, including the Americans With Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.
- 21.2 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR, its employees, agents, or subcontractors of such laws, rules, regulations and ordinances.

22.0 CHANGES AND AMENDMENTS OF TERMS

COUNTY reserves the right to change any portion of the work required under this contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 22.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY'S Chief Probation Officer or his designee and CONTRACTOR'S Project Director.
- 22.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included in this contract, a negotiated modification to this contract shall be executed by the Los Angeles County Board of Supervisors and CONTRACTOR.
- 22.3 As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.

23.0 ASSIGNMENT

This contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may be assigned only upon the written consent of the other party and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this contract, in consequence of such consent, shall be subject to set-off, recoupment or other reduction for any claim which one party may have against the other.

24.0 RECORD RETENTION AND INSPECTION

Within ten (10) days of a written request from COUNTY, CONTRACTOR shall allow COUNTY or authorized State and Federal agencies or any duly authorized representative to have access to and examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this contract. Such material, including all pertinent cost accounting, financial records and proprietary data, shall be kept and maintained by CONTRACTOR for a period of five (5) years after completion of this contract, or until such time as all audits are complete, whichever is later. In the event records are located outside the County of Los Angeles, CONTRACTOR shall pay COUNTY for travel and per diem costs connected with any inspection or audit.

25.0 AUDIT

At any time during the term of this contract or at any time after the expiration or termination of this contract, authorized representatives of COUNTY may conduct an audit of CONTRACTOR regarding the services provided to COUNTY.

26.0 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this contract to any party except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR'S need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this contract within the following conditions:

- 26.1 CONTRACTOR shall develop all publicity material in a professional manner.
- 26.2 During the course of performance on this contract, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of the Chief Probation Officer or his designee.
- 26.3 Upon conclusion of the project, COUNTY grants CONTRACTOR a non-exclusive license to publish findings in journal or other academic related publications. CONTRACTOR will provide COUNTY a copy for review thirty (30) days prior to publication.

27.0 NOTICE OF DELAYS

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

28.0 VALIDITY

The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision.

29.0 WAIVER

No waiver of a breach of any provision of this contract by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this contract. Failure of COUNTY to enforce at any time, or from time to time, any provision of this contract shall not be construed as a waiver thereof. The remedies of COUNTY herein reserved shall be cumulative and additional to any other remedies in law or equity.

30.0 NOTICES

30.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States, Post Office or substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business as designated in its response to this Request for Proposal, or such other place as may be hereinafter designated in writing by CONTRACTOR. The notices and envelopes containing same to COUNTY shall be addressed to:

Chief Probation Officer
Los Angeles County Probation Department
9150 E. Imperial Highway
Downey, CA 90242

Written notice shall be sent by mail to CONTRACTOR'S Project Director addressed as follows:

RAND Corporation
1700 Main Street
P.O. Box 2138
Santa Monica, California 90405
Attn: Susan Turner
(310) 393-0411, Extension 6416

30.2 In the event of suspension or termination of the contract, notices may also be given upon personal delivery by COUNTY to any person whose actual

knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

- 30.3 The Chief Probation Officer shall have authority to execute all notices required or permitted to be given here.

31.0 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 P.L. 99-603). CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulation as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

32.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract or under any project, program, or activity supported by this contract.

33.0 NONDISCRIMINATION IN EMPLOYMENT

- 33.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 33.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental handicap or marital status, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or

recruitment advertising, layoff, or termination, rates or pay or other forms of compensation and selection of training, including apprenticeship.

- 33.3 CONTRACTOR shall deal with its subcontractors, CONTRACTORS, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap or marital status, or political affiliation.
- 33.4 CONTRACTOR shall give COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 33.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State and Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this contract.
- 33.6 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this contract, COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this contract.

34.0 CONFLICT OF INTEREST

CONTRACTOR represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein or does or shall have any direct or indirect financial interest in this contract.

35.0 COMPLETION OF CONTRACT

- 35.1 If CONTRACTOR is not expected to continue to provide services beyond the end of the current contract, at least thirty (30) days prior to the end of the current contract, CONTRACTOR shall provide the consulting services to Probation personnel for orientation to ensure a smooth transition from CONTRACTOR providing services back to the COUNTY or another contractor. CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of CONTRACTOR personnel during the transition period. In addition, CONTRACTOR shall

explain and return to COUNTY, as requested, all reports, documents, data files and computer systems developed and/or used in connection with CONTRACTOR'S performance hereunder.

- 35.2 Upon expiration of the contract, or in the event of termination, on the demand of the COUNTY Contract Manager, all files and related documents, reports, records, correspondence, policies and procedures manuals, and all other documents relating to the operations of services under the contract shall be returned to the COUNTY as the Contract Manager may direct. All the materials described above shall be understood to be the property of COUNTY.
- 35.3 Upon expiration or termination of the contract, CONTRACTOR shall deliver to COUNTY all client folders, including all work completed or in progress within fifteen (15) business days after termination of the contract.
- 35.4 If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to fifty percent (50%) of the last months' payment as liquidated damages.

36.0 COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each County lobbyist and County lobbying firm as defined in Los Angeles Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR and any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this contract upon which County may immediately terminate or suspend this contract. (Refer to Attachment K.)

37.0 CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billings, COUNTY records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this contract. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached "Confidentiality of CORI Information" (Attachment C).

38.0 BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts a Revised Fiscal Year 2004/2005 County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for Fiscal Year 2004/2005 services provided

by CONTRACTOR under this contract. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the contract.

39.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this contract have been accomplished.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (refer to Attachment E).

41.0 RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the contract.

42.0 COMPLIANCE WITH JURY SERVICE PROGRAM

42.1 Jury Service Program

This contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Attachment I and incorporated by reference into and made a part of the contract.

42.2 Written Employee Jury Service Policy

42.2.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and

adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

42.2.2 For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one (1) or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of ninety (90) business days or less within a twelve (12) month period are not considered full-time for the purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

42.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

42.2.4 CONTRACTOR'S violation of this Section of the contract may

constitute a material breach of the contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

43.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services (DCFS) will supply the CONTRACTOR with the poster to be used. CONTRACTOR should call (213) 351-5886 to request a poster.

44.0 NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this agreement if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

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ATTACHMENT B

PERFORMANCE REQUIREMENTS SUMMARY

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by the COUNTY during the term of this contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; the method of COUNTY surveillance; and the liquidated damages for not meeting the AQLS.

Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance, which may be used, but not limited to, are:

- User and/or Staff Complaints
- Random Inspections
- Random and/or Judgmental Samplings

Criteria for Acceptance and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in Attachment B (Chart). When the performance does not meet this standard, the CONTRACTOR will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of Probation personnel, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR.

The CONTRACTOR shall be required to explain, in writing, within ten (10) calendar days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. CONTRACTOR will pay COUNTY for liquidated damages as provided herein.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

Liquidated Damages

Periodically, the CONTRACTOR'S performance will be evaluated comparing service (as stated in the Performance Work Statement) with the AQL'S, using the method of surveillance. If the CONTRACTOR'S performance falls below the AQLS, liquidated damages shall be paid by CONTRACTOR as set forth in Attachment B (Chart).

The CONTRACTOR will be notified promptly of any performance variance identified.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed at no additional cost to COUNTY.

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ATTACHMENT B

PERFORMANCE REQUIREMENTS SUMMARY CHART

| REQUIRED SERVICES | STANDARD | MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL) | METHOD OF SURVEILLANCE | DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL |
|--|--|--|--|--|
| CONTRACTOR shall comply with Specific Tasks. (Part A, 2.0) | 100% Adhere to County requirements | 5% | <ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings | Up to \$100 per occurrence. |
| CONTRACTOR provided technical assistance, research expertise, data processing, data analysis, and report generation services. (Part A, 2.1) | 100% Adhere to County requirements | 5% | <ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings | Up to \$100 per occurrence. |
| CONTRACTOR shall submit BOC Annual Reports for Fiscal Years 03-04, 04-05, and 05-06, as required. (Part A, 2.2 and 2.23) | 100% Adhere to County of Los Angeles requirements | 0% | <ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings | Up to \$100 per occurrence. |
| CONTRACTOR shall provide training as required. (Part A, 2.14) | 100% Adhere to County of Los Angeles requirements | 0% | <ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings | Up to \$100 per occurrence. |
| CONTRACTOR shall provide and deliver to COUNTY a read-only CD computer file as required. (Part A, 2.15 and 2.16) | 100% Adhere to County requirements | 5% | <ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings | Up to \$100 per occurrence. |
| CONTRACTOR shall submit Probation/JJCPA Annual Report as required. (Part A, 2.24 thru 2.28) | 100% Adhere to County of Los Angeles requirements | 0% | <ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings | Up to \$100 per occurrence. |
| CONTRACTOR shall provide quarterly reports as required. (Part A, 2.29 thru 2.35) | 100% Adhere to County of Los Angeles requirements | 0% | <ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings | Up to \$100 per occurrence. |
| Quality Control Plan (Part A, 2.35 and 5.0) | 100% Adhere to all County requirements | 0% | <ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings | Up to \$100 per occurrence. |

| REQUIRED SERVICES | STANDARD | MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL) | METHOD OF SURVEILLANCE | DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL |
|--|--|--|---|--|
| Security and Confidentiality (Part A, 3.3.2, 5.5, 5.6, 7.0; Attachment A, 37.0 and Attachment C) | 100% All CORI requirements met. No unauthorized release of information. Adhere to all County of Los Angeles requirements | 0% | - User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings | Up to \$100 per occurrence. |
| Employee Benefits (Part A, 3.6 and Attachment D) | 100% Adhere to all County requirements | 0% | - User and/or Staff Complaints - Random Inspections | Up to \$100 per employee per occurrence. |
| No CONTRACTOR personnel shall have a criminal conviction unless such record has been fully disclosed previously. (Part A, 3.7.1) | 100% Adhere to all County requirements | 0% | - User and/or Staff Complaints - Random Inspections | Up to \$100 per employee per occurrence. |
| Personnel assigned to provide service under this contract shall be fingerprinted prior to employment. (Part A, 3.7.2) | 100% Adhere to all County requirements | 0% | - User and/or Staff Complaints - Random Inspections | Up to \$100 per employee per occurrence. |
| CONTRACTOR shall submit the names of employees to the Contract Manager within five (5) business days of the date of hire. (Part A, 3.7.6) | 100% Adhere to all County requirements | 0% | - User and/or Staff Complaints - Random Inspections | Up to \$100 per employee per occurrence. |
| CONTRACTOR shall reimburse County for record check (Part A, 3.7.7) | 100% Adhere to all County requirements | 0% | - User and/or Staff Complaints - Random Inspections | Up to \$100 per employee per occurrence. |
| CONTRACTOR in compliance with Standard Terms and Conditions (Attachment A, 1.0 – 41.0) | 100% Adhere to all County requirements | 0% | - User and/or Staff Complaints - Random Inspections - Random and/or judgmental | Up to \$50 per occurrence. |

ATTACHMENT C
CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of RAND Corporation, during the legitimate course of your duties, you will have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have both a right-to-know and a need-to-know this information.

You may not use any information from case files or other related sources of CORI to make contacts with probationers or their relatives. You may not make CORI available to anyone who does not have real and proper reason to have access to this information as determined solely by the Probation Department. Any employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

Signature

Name (Print

Classification

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

ATTACHMENT D

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that RAND Corporation is my sole employer for purposes of this employment.

I rely exclusively upon RAND Corporation for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, RAND Corporation and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____ DATE: _____
Signature

NAME: _____
Print

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR.

Copy must be forwarded by CONTRACTOR to County Workers' Compensation Division and COUNTY Contract Manager within five (5) business days from start of contract.

ATTACHMENT E

Attachment F (Notice 1015)

ATTACHMENT F
Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

2.202.010 Findings and Declarations.

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
 - B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
 - C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
 - D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
 - E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted county contracting procedures.
 - F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors. (Ord. 2000-0011 § 1 (part), 2000.)
-

2.202.030 Determination of Contractor Non-Responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.
 - B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the county or any other public entity.
 - C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.
 - D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the CONTRACTOR'S acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)
-

2.202.040 Debarment of Contractors.

- A. The county may debar a contractor who has an existing contract with the county and/or a contractor who has submitted a bid or proposal for a new contract with the county.
 - B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the county; (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
 - C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
 - D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the CONTRACTOR'S acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making any debarment decision. Upon a debarment finding by the board of supervisors, the county shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the county, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)
-

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

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ATTACHMENT G

DEBARRED VENDOR'S REPORT

LEAD CONTRACTOR:

Vendor Name: Shobie Enterprises DBA Seahawk Construction

Principal Owners: Shamir Ahmad Qazi

Debarment Start Date: April 30, 2002 Debarment End Date: April 30, 2005

Vendor Name: Automation Data Solutions

Principal Owners: Renee Setero

Debarment Start Date: March 4, 2003 Debarment End Date: March 3, 2006

ATTACHMENT H

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By signature of this contract, the Contractor certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Contractor or competitor for the purpose of restricting competition.

List names and telephone numbers of persons authorized legally to commit the Contractor.

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Date _____

Name of firm _____

Title of Signer _____

Typed Name of Contractor _____

ATTACHMENT I

CONTRACTOR'S/OFFEROR'S EEO CERTIFICATION

CONTRACTOR'S/Offeror'sName

Adress

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Chapter 4.32, Administrative Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S/OFFEROR'S CERTIFICATION

- | | | | |
|----|--|-----|----|
| 1. | The Contractor/Offeror has a written policy statement prohibiting discrimination in all phases of employment. | Yes | No |
| 2. | The Contractor/Offeror periodically conducts a self-analysis or utilization analysis of its work force. | Yes | No |
| 3. | The Contractor/Offeror has system for determining if its employment practices are discriminatory against protected groups. | Yes | No |
| 4. | Where problem areas are identified in employment practices, the Contractor/Offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

Name and Title of Signer

Signature

Date

ATTACHMENT J
COMPLIANCE WITH ADMINISTRATIVE CODE
SECTION 2.180.010

The Los Angeles County Administrative Code Section 2.180.010 "Certain Contracts Prohibited" sets forth the following:

SECTION 2.180.010 CERTAIN CONTRACTS PROHIBITED.

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in sub-section (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of sub-section (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract of its service specification; and
- (d) Profit making firms or businesses in which the former employees described in sub-section (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as outlined above.

Name and Title of Signer

Signature

Date

ATTACHMENT K

**CERTIFICATION OF COMPLIANCE WITH
LOS ANGELES COUNTY LOBBYIST ORDINANCE
(COUNTY CODE CHAPTER 2.160)**

By submission of my proposal, I attest to a full understanding of the following statement:

Each person by submitting a response to this request for proposals (request for bids or other solicitation) certifies that such proposer (bidder) and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer (bidder), is in full compliance with Chapter 2.160 of the Los Angeles County Code.

Furthermore, as a potential Contractor, I attest to a full understanding that future County contracts will contain language similar to the following:

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

List names and telephone numbers of persons authorized legally to commit the contractor.

Date _____

Name of Firm _____

Title of Signer _____

Typed Name of Contractor _____

Signature of Contractor _____

ATTACHMENT L

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

- ☐ **I AM NOT** A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.
- ☐ **I AM**

- ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

- II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

| Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____ | | | | | | |
|---|--|--------|----------|--------|-------|--------|
| TOTAL NUMBER OF EMPLOYEES (including owners): _____ | | | | | | |
| Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: | | | | | | |
| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | | |
| Hispanic/Latino | | | | | | |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | | | | | | |

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

| | Black/African American | Hispanic/Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|-----------------|---------------------------|-----------------|-----------------|-------|
| Men | % | % | % | % | % | % |
| Women | % | % | % | % | % | % |

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprises by a public agency, complete and attach a copy of your proof of certification. (Use back of form if necessary.)

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
|-------------|----------|-------|---------------|------------------|-----------------|
| | | | | | |
| | | | | | |

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

| | | |
|----------------------|--------|-------|
| Authorized Signature | Title: | Date: |
|----------------------|--------|-------|

ATTACHMENT M

COUNTY OF LOS ANGELES COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM (MINORITY, WOMEN, DISADVANTAGED AND DISABLED VETERANS BUSINESS ENTERPRISES)

The Los Angeles County Board of Supervisors at its meeting held on July 19, 1994, amended the Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefit for which they are not entitled:

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business' suspension.

Applicant Signature

Title

Name of Firm

Date

**ATTACHMENT N
PRINCIPAL OWNER INFORMATION FORM**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Contractor or Association Name as Shown on Bid or Proposal: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ **FAX:** _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.
II. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

| | <u>Name of Principal Owner</u> | <u>Title</u> | <u>Payment Received From Contractor</u> |
|----|--------------------------------|--------------|---|
| 1. | _____ | _____ | [YES] [NO] |
| 2. | _____ | _____ | [YES] [NO] |
| 3. | _____ | _____ | [YES] [NO] |

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____ Date: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name) _____ (Title/Position) _____

ATTACHMENT O

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) _____, hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) _____, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____
(Month and Year)

at: _____
(City/State) (Telephone No.)

by: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

ATTACHMENT P
ATTESTATION OF WILLINGNESS TO CONSIDER GAIN PARTICIPANTS

As a threshold requirement for consideration for Contract award, Contractors shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, Contractors shall attest to a willingness to provide employed GAIN/GROW participants to access the CONTRACTOR'S employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. CONTRACTOR'S shall complete, sign, and return with their proposal this form. CONTRACTOR'S who are unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated, and return this form with its accompanying response to the Request for Proposals:

- A. Contractor has a proven record of hiring GAIN/GROW participants.

Yes _____ No _____
(subject to verification)

- B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" being understood as, vendor is willing to interview qualified GAIN/GROW participants

Yes _____ No _____

If Yes, state the name, address, and telephone number of the person whom the COUNTY may contact to refer GAIN/GROW Participants:

- C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

Yes _____ No _____ N/A _____
(program not available)

CONTRACTOR:

Type or print name of firm

By _____

Type or print Name

ATTACHMENT Q
Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings: The COUNTY of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the COUNTY of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the COUNTY of Los Angeles has determined that it is appropriate to require that the businesses with which the COUNTY contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

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ATTACHMENT R
COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

| | | |
|---|--------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | | |
| Solicitation For (Type of Goods or Services): | | |

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ **My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.**

- ☐ **My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.**

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ **My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.**

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

ATTACHMENT S

BABY SAFE LAW FACT SHEET